

University of Oklahoma College of Law  
**University of Oklahoma College of Law Digital Commons**

---

American Indian and Alaskan Native Documents in the Congressional Serial Set: 1817-1899

---

2-16-1871

# Memorial of A. H. Davis and others, in relation to the disposal of the Miami Indian Lands in Kansas.

Follow this and additional works at: <https://digitalcommons.law.ou.edu/indianserialset>

 Part of the [Indian and Aboriginal Law Commons](#)

---

## Recommended Citation

S. Misc. Doc. No. 66, 41st Congress, 3rd Sess. (1871)

This Senate Miscellaneous Document is brought to you for free and open access by University of Oklahoma College of Law Digital Commons. It has been accepted for inclusion in American Indian and Alaskan Native Documents in the Congressional Serial Set: 1817-1899 by an authorized administrator of University of Oklahoma College of Law Digital Commons. For more information, please contact [darinfox@ou.edu](mailto:darinfox@ou.edu).

MEMORIAL  
OF  
A. H. DAVIS AND OTHERS,

IN RELATION TO

*The disposal of the Miami Indian Lands in Kansas.*

FEBRUARY 16, 1871.—Ordered to lie on the table and be printed.

In the month of October last Enos Hoag, superintendent of Indian affairs, left word at La Cygne that he wished to meet the settlers on the Miami Reserve, at La Cygne, on the 14th of October, in the forenoon of that day. Cady's Hall was obtained for the occasion, and by 11 o'clock as goodly a number of settlers were assembled as could be expected upon so short notice.

The meeting being called to order, Superintendent Hoag arose and stated that the object of the meeting was to invite the coöperation of the settlers in providing him with the means to remove this band of Indians from this reserve to the Indian country, as they were all anxious to go. The policy of the Department of Indian Affairs now is to colonize all of the Kansas bands in that Territory, and this move cannot be carried out without the means of their removal and the domiciling of them in their new homes. Therefore, he wished the settlers to purchase these lands to enable him to carry out his plan of their removal.

A settler replied that the settlers have been waiting these many long years for an opportunity to pay for their homesteads at the earliest possible time that valid titles can be procured at equitable prices. We demurred at the present mode of disposing of this reserve tract of land by the tribe and the Indian Department, by cutting it up into head-rights, as not being the mode prescribed for their disposal in the treaty of 1854. It was urged that the indiscriminate conference of these head-rights upon parties of the tribe who would give McKensy from eighty to one hundred acres out of each head-right for the important service of engineering of them through the Department, was a gross fraud upon a portion of the tribe to whom the treaty guarantees an equal right in said land. The patents, therefore, that are issued under these circumstances are illegal and worthless, and must be ruled out by the equitable claim of the aggrieved members of the tribe to their equal share in the proceeds arising from the sales of these lands. Consequently the settlers cannot safely purchase these spurious titles. What the settlers desired was, to negotiate an arrangement by which valid titles can be obtained directly from the Government when they pay for their land.

Superintendent HOAG. As it relates to the mode of disposing of this land, that is with the Department; I have nothing to do with that; I am only its agent to work in harmony with its rules. In relation to the price we shall require for your lands, I shall not disguise my intention

to take every cent I can possibly get out of these lands for the Indians. He claimed that the Indians' right in this land claimed all the rise in value that the settler's civilization had given to it; consequently he proposed that a committee be appointed to appraise the present value of the land, minus the improvements thereon, as the Indians' right in the land; and also, at the same time, to appraise the value of the immovable improvements as the settlers' right. He regretted that he had not more time, as the cars had arrived and he must leave with the train. He therefore solicited a delegation to be appointed on the part of the settlers, and one on the part of the tribe, to meet at his office in Lawrence on the 22d of October, instant, to continue the negotiation.

Whereupon Dr. A. H. Davis and M. R. Smith were appointed as such delegation on the part of the settlers, and Thomas Miller on the part of the tribe.

In pursuance of Superintendent Hoag's request, said delegation met at his office in Lawrence on the 22d of October instant, there being present Superintendent Hoag; Mr. Stanley, Indian agent for the tribe; Thomas Richardville, interpreter for Thomas Miller, the Indian; Rev. Mr. Earle, of Massachusetts, and another clergyman, both of the Society of Friends.

At 2 p. m. order was called, and the negotiation was resumed.

As Thomas Miller, who represented the full-blood Indians of the tribe, who are now a minority of the tribe, and ruled by the French portion, had previously arranged with the settlers to render them all the aid possible in presenting their complaint to Superintendent Hoag of the usurpation of the French over the full-blood Miami Indians, and of the fraudulent distribution of the land. Consequently, to be able to present this fraudulent action on the part of the French portion of the tribe, John Sharkey, one of the band, furnished us with a list of the head-rights that had been granted since 1868, which list was presented to Superintendent Hoag by the settlers' delegation, after first inquiring what authority he—Superintendent Hoag—had to protect the full-blood Indians against the French usurpation of their tribal rights.

Superintendent Hoag replied that the only way was for them to split off from the tribe. As the French have been properly adopted into all the rights of franchise in the tribe, their right to use it was regular.

This proposition being disposed of, the above-mentioned list of head-rights was presented, and the treaty of 1854 and the act of 1858, as pertaining to the legal mode of disposing of this tract of land, were carefully examined, and the irregularity of the mode being practiced in the disposal of this reserved tract of land in the light of this treaty with said Indians by cutting it up into head-rights, and the fraudulent disposition of these head-rights, as shown by the lists, and also the right of preëmption that the treaty of 1854 guarantees to the settler when the tract of land is thus put upon public sale—all which points were thoroughly discussed.

The following is John Sharkey's list of head-rights and remarks on the same:

A statement made by John Sharkey this 15th day of October, 1870, in regard to the Indian head-right gotten by A. G. McKensie, at a council called and held at the said A. G. McKensie's, at Paoli, Kansas, on or about the last of March, 1870. The following named persons drew head-rights: Thomas Richardville, George Washington, Frank Washington, Chap-an-do-cioh, and the wife of Henry Clay. The said Thomas Richardville, George Washington, and Chap-an-do-cioh have married into the tribe, or married women belonging to the Miami tribe; they, the above named-parties, being Indians, belonging to the Miamis in Indiana. The agent asked if there was an objection to those parties drawing head-rights. Objection being made on the ground that they were not entitled to head-rights; that they didn't belong to the tribe; that when the

tribe took possession of this land the Indiana Indians withdrew from the tribe and remained in Indiana till very recently; that if they were entitled to head-rights, others that had married into the tribe were equally entitled to head-rights. The objections were overruled and the land allotted to them, and at the same time there was an allotment made to the following named persons: Mary Gebo for three children—two boys and one girl—born since treaty of 1854. At the same council there was an allotment made for two children of N. C. Guoin; said children died in Kansas City, Missouri, before the treaty. Head-rights granted to Betsy Gebo for three children born since treaty; head-right granted Eli Gebo for one child born since treaty; head-rights granted Mrs. Sophie Howard for two children born since treaty; grants made at different times. Head-right granted old Mrs. Silverheels; she died about the time of the treaty. At the same council there were two head-rights granted Mrs. Eichhorn for her two boys, Charles and James Gebo; said children were born since treaty. John Lumke-com-way, head-right for his mother; Chim-min-ap-po, head-right for three children born since treaty; Sallie Fuller, head-right for one child born since treaty; David Gebo, head-right for one child born since treaty; John Robedaux, head-rights for four children born since treaty; McGuoin, head-right for one child born since treaty; Charley Shap, head-right for one child born since treaty; Washington's wife, head-rights for two children; Tom Miller, head-right for one child; Richardville, head-rights for four children; Rosanna Sharkey, head-right for one child; Alice Davis, head-rights for two children; Milton Drake, head-right for one child; Haeley, head-right for one child; Blyston, head-rights for three children; Leonard, head-rights for three children; Meshack-keleto-quah, head-right for one child; Toposh, head-right for one child; Jemima Isaacs, head-right for one child; Howard, head-rights for two children. All the above head-rights were obtained since the treaty of 1854; also Louis Gebo, head-rights for three children born since treaty.

During the rehearsal of this list we came to four head-rights awarded to Thomas Richardville, an Indian who was present as the interpreter. Upon this announcement he arose and stated to Superintendent Hoag that he supposed that he had no legal right to the 800 acres of land contained in those four head-rights that the tribe had awarded to him, as he had never been a member of the tribe; but as the tribe wished to give it to him for important services rendered by him to the tribe, he took it.

It was also charged, and not denied by any one present, that A. G. McKensey had received from 80 to 100 acres out of all of these head-rights, for his important services in engineering them through the Indian Department.

The delegation on the part of the settlers, at this juncture, in behalf of the full-blood Indians, demurred at their allowing these wholesale frauds to pass through the Departments into patents without any check on the part of the Indian agent or the superintendent, to the impoverishing of the tribe.

Superintendent Hoag replied that no complaint had ever been made to him of any of these irregularities being practiced in this tribe, until to-day. He should endeavor to correct them. He then inquired of Agent Stanley if he had a list of the awarded head-rights with him.

Mr. Stanley replied that he had not, for the reason that he did not expect this question to be raised at this meeting.

Superintendent Hoag then requested Agent Stanley to procure said list of head-rights, and bring them at an early time, that he might be able to make such corrections as the list seemed to require.

After dismissing this complaint, the subject of negotiating a basis of the price of the land occupied by the settlers, upon the appraisal of these homesteads made in 1860, by order of the Secretary of the Interior, the record of which is in his office at Washington.

The delegation urged the superintendent to take this appraisal as a basis, and make therefrom a proposition of a percentage, which would save both the time and expense of a new appraisal, and it would be as acceptable to the settlers, and perhaps more so than a new one.

But the best proposition the settlers were able to get, was for the set

tlers to all subscribe to the annexed proposition which was drawn up for all the settlers to sign, and return the list to him. Attached is the identical document drawn up in pencil writing.

The settlers now occupying the Miami lands in Kansas propose that a commission, consisting of one person appointed by them, one representing the Indians, appointed by their council, and a third appointed by the Secretary of the Interior, or superintendent of Indian affairs, shall examine each quarter section, or other subdivision, owned by members of the Miami tribe of Indians or their assignees, or owned by the tribe in common, and appraise its present value, exclusive of the improvements thereon made by them, the settlers; and they agree to pay to the individual Indians, or to their assignees, or to the tribe, as the case may be, the total amount of the valuation of the same, each settler to be responsible for the amount of the valuation upon the tract occupied by him, 25 per cent. of valuation to be paid within thirty days after the approval of this arrangement by the Secretary of the Interior, and the balance on or before the 1st day of January, A. D. 1872.

The superintendent (Hoag) urged an immediate reply from the settlers, whether they would subscribe to the above requirement, and all take their lands at such appraisal, for he would have to go away on business by the middle of the following week, and be absent three weeks. Thus ended our second conference with Superintendent E. Hoag in our effort to secure to each of the settlers their homesteads at an equitable price that would do justice to the settlers as well as that of the Indians.

On the 24th of October, instant, the settlers reported back to Superintendent E. Hoag, submitting to him if he would not as readily fix the price as follows: take the appraisal, now on record in the Secretary of the Interior's office, of these lands made in 1860, calling that appraisal their capital then, and add 5 per cent. interest from that time to this to it, which would be precisely on a par with the money placed in the hands of the General Government by the Eastern Miamies. In such a proposition the settlers can see what price they are subscribing to, and the Indians can see what they are getting. Get and publish the original appraisal, and circulate them among the settlers, letting the terms of payment be as before stated.

Very respectfully yours, on behalf of the settlers,

A. H. DAVIS.  
J. CLINE.

The following is Superintendent E. Hoag's reply:

OFFICE SUPERINTENDENT INDIAN AFFAIRS,  
Lawrence, Kansas, October 25, 1870.

In acknowledging the receipt of your letter of 24th instant, declining, on the part of the settlers on the Miami lands to submit to appraisal of the same by three commissioners, fearing the appraisal would be too high, and asking me to submit a different proposition, I have to say I have done my whole duty in the case, and I doubt not that the unwillingness of the settler to submit the justice of his cause to the arbitrament of three persons, as proposed, one of whom to be designated by the Secretary of Interior, will be construed as an unwillingness to do even justice to the Miamies. My recommendations have been submitted from peaceful and just motives.

Respectfully,

ENOCH HOAG.

A. H. DAVIS and G. CLINE.

The following letter was forwarded on November 9, of which this is a copy:

LA CYGNE, November 9, 1870.

RESPECTED SIR: Yours of the 25th instant came duly to hand. In reply, in behalf of the settlers, we will say that the settlers have not declined the basis of an impartial appraisal, but rather petition for a fair and equitable proposition for a percentage on the original governmental appraisal, made in 1860, of these lands, promising to accept your terms of price if they come within the bounds of justice; otherwise reserving the

right to resubmit it, with just reasons, for your further consideration. Hoping that you may have the patience to duly consider our proposition, and make the price one that all of these poor settlers will be pleased to accept, we will await your reply.

Very respectfully yours,

A. H. DAVIS,  
A. BARBER,  
W. K. GOODMAN,  
D. MAHON,  
WM. MASON,  
I. CLINE,  
CALVIN REED,  
P. FARRER,

*Committee on behalf of the settlers.*

ENOS HOAG,  
*Superintendent of Indian Affairs.*

STATE OF KANSAS, *Linn County, ss :*

We, A. H. Davis and M. R. Smith, being duly sworn, on our oaths say, that the foregoing report is true according to our best recollections.

A. H. DAVIS.  
M. R. SMITH.

Subscribed and sworn before me this 22d day of December, 1870.

[SEAL.]

E. A. FOOT,  
*Notary Public.*

STATE OF KANSAS, *County of Linn, ss :*

I, J. W. Miller, a county clerk in and for said county, do hereby certify that E. A. Foot, before whom the annexed instrument of writing was acknowledged, was, at the time of taking the said acknowledgment a notary public in and for said county, duly authorized to take the same; and I hereby certify that I am well acquainted with the handwriting of the said E. A. Foot, and verily believe that the signature to the certificate of acknowledgment is his genuine signature, and that the annexed instrument is executed and acknowledged according to the laws of this State.

In testimony whereof, I have hereunto set my hand and official seal at Mound City, in said county, on the 24th day of December, 1870.

[SEAL.]

J. W. MILLER,  
*County Clerk.*

S. Mis. 66—2